

EXHIBIT U



<pcreedon@creedoncontrols.com>

06/14/2004 05:33 PM

To: <paulangerame@forestelectric.net>

cc:

Subject: Contract Addendum

Paul - as promised, attached please find the proposed revisions to the contract.
Regards,
Pat



CoverLetterAddendum2357A.d ContractAddendum2357A.d

FE 003545

Creedon Controls Inc.
Electrical Contractors

3424 Old Capitol Trail
Wilmington, Delaware 19808
Telephone (302) 892-2000
Fax (302) 892-2002
www.creedoncontrols.com

June 14, 2004

Mr. Paul Angerame, Vice President
Forest Electric Corp.
4001 Governor Printz Boulevard
Wilmington, DE 19802

Reference: Single Project Construction Services Agreement
Contract No. 6B Addendum 1

Dear Paul:

Enclosed is a document that we identified as Addendum 1, which we prepared in the course of our review of the contract that was presented to us most recently for our review.

Addendum 1 is provided for your review and inclusion in the referenced contract for execution.

The Addendum includes three columns. The first column is a number for reference only. The second column provides the contract location; this is for navigating the document to the appropriate place for the modification. The final column, Action:/Description of the Action is the modification contemplated.

The third column is prepared to reflect one operation for each reference number to keep it as simple as possible; two or even three reference items may be required to effect one complete change on the document. Most of the addendum volume is reference, navigation and action; the modifications are not voluminous.

The modifications presently reflect mostly the manner in which the project was conceived at bid time, the manner in which it was conducted to date, resolving inconsistencies or other issues worthy of modification.

We will be prepared to execute the contract upon your acceptance of Addendum 1 for inclusion.

Please contact us if you have any questions.

Very truly yours,



Patricia Creedon
President

FE 003546

SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT**CONTRACT NO. 6B****BANK ONE CORE DATA CENTER #2****ADDENDUM 1**

No.	Contract Location	Action:/Description of Action
1	First page, last paragraph, first sentence	Change: "between Electrical Trade Manager and Construction Contractor." to "between Banc One Building Corporation, Electrical Trade Manager, Agent, and Construction Contractor."
2	First page, last paragraph, second sentence	Change: "modifications issued after" to "prior to start of Project Work and"
3	Second page, Paragraph 2, second line	Add after: " <u>Exhibit C</u> hereto", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
4	Second page, Paragraph 4, second line	Replace: "/will not-(strike through one)" with "not"
5	Second page, Paragraph 5, fifth line	Add after: "Contract Documents", "used as the basis of the Construction Contractor's bid,"
6	Second page, Paragraph 6	Add after: If to Construction Contractor, addressed to:" (followed by Creedon Controls, Inc. address), Attention: "Patricia Creedon"
7	Page three of the Agreement, at the end of the second paragraph	Add a sentence at the end of the second paragraph following "attached hereto.", "Further the parties to this Agreement attach and make Addendum 1 a part of the Single Project Construction Services Agreement."
8	Page three of the Agreement after Item 7.	Add: Arbitration Clause for resolution of disputes during the project and at its conclusion. Language to follow.
9	List of Exhibits	Delete: "EXHIBIT F" and "EXHIBIT H"
10	<u>EXHIBIT A</u>	Add as the first paragraph: "The original schedule provided with RFP6B data date and run date, September 15, 2003, used as the basis of Construction Contractor's bid is incorporated herein."
11	<u>EXHIBIT A</u>	Add before: "Project Completion Date", For the purpose of liquidated damages, if any, in Paragraph 4 of this agreement the project completion date is September 15, 2004.
12	<u>EXHIBIT B</u>	Delete Note, add: "The schedule of values is the initial schedule of values submitted for this project utilizing G703. There is no anticipated draw schedule for this project. Payment shall be made in accordance with section and anticipated draw schedule is as follows:"
13	<u>EXHIBIT C</u>	Substitute for the word "thereafter", "prior to the preparation of the Construction Contractor's bid and used as the basis of this bid."

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14	<u>EXHIBIT C</u> <u>List of Drawings</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of drawings: E001 through E102, E202-B, E203, E204, E401-E, E401-F, E501, E502-A, E502-B, E503, E505-A, E505-B, E506, E603 and E605; all other Electrical Drawings are for location or information reference only. Mechanical drawings used for damper and exhaust fan power only include: M101, M102, M305 and M306. No other drawings including civil, landscape, architectural, structural, plumbing, fire protection and security, fuel oil are included in the Construction Contractor's scope and would be used for location reference or information only. <i>Note: Drawing list cuts off drawing designations at bottom of the pages. New complete set of pages (8 pages) required for review.</i>
15	<u>EXHIBIT C</u> <u>Specifications</u>	The basis of the Construction Contractor's Lighting and Power bid are all or part of specifications: Divisions 1, General Requirements; Division 15, Mechanical 15170H, 15832H, 15835H and 15850H only; Division 16 Electrical 16050 through 16120, 16130 through 16145, 16415, 16425, 16452, 16461, 16470, 16475, 16476, 16511, 16521 and 16997.
16	<u>EXHIBIT D</u>	Add after the site address a new paragraph: "This is the site address. It does not reflect the actual work areas within this site that are covered by the scope of the Construction Contractor's Work."
17	<u>EXHIBIT E</u>	Change Paragraph 1: "15%" to "20%".
18	<u>EXHIBIT E</u>	Change Paragraph 2: "6%" to "10%".
19	<u>EXHIBIT E</u>	Change Paragraph 3: "15%" to "10%". Note this is computed at one-half the add rate.
20	<u>EXHIBIT E</u>	Change Paragraph 4: "6%" to "3%". Note this is computed at one-half the add rate.
21	<u>EXHIBIT E</u>	Add a new paragraph unnumbered after paragraph 4: "On-site Costs" shall be defined as all costs required to complete the Work, whether performed on-site or off-site including equipment, material, labor, subcontract, warehousing, delivery from supplier/shop, storage/staging, administrative support, supervision and related costs to the extent utilized by this project.
22	<u>EXHIBIT F</u>	Delete in its entirety
23	<u>EXHIBIT G, Article 1. Work, Section 1.01, third line</u>	Add after: "plans and specifications", "used as the basis of the Construction Contractor's bid"
24	<u>EXHIBIT G, Article 1. Work, Section 1.01, fourth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."

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25	<u>EXHIBIT G, Article 1. Work,</u> <u>Section 1.01, seventh line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
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26	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixteenth line</u>	Add after: "govern and prevail", if such Document imposing the greater obligation or limitation on the Construction Contractor was relied upon at bid time by the Construction Contractor."
27	<u>EXHIBIT G, Article 1. Work, Section 1.01, nineteenth line</u>	Add after: "design process", as provided to the Construction Contractor prior to the Construction Contractor's bid and used as the basis of that bid."
28	<u>EXHIBIT G, Article 1. Work, Section 1.01, twentieth line</u>	Add before: "as being part of", if such Documents were relied upon at bid time by the Construction Contractor and shall be part of the scope of the Work at no additional cost to Owner."
29	<u>EXHIBIT G, Article 1. Work, Section 1.01, Twentieth line and the first seven words of the Twenty-first line</u>	Delete
30	<u>EXHIBIT G, Article 1. Work, Section 1.01, ninth line from the end of this section</u>	Replace: "thorough understanding" with "reasonable understanding, as an electrical contractor and not as an engineer involved in the design process,"
31	<u>EXHIBIT G, Article 1. Work, Section 1.01, eighth line from the end of this section</u>	Add after: " <u>Exhibit C</u> ", "to the extent that these Documents relate directly to the Work of the Construction Contractor, and were used as the basis of Construction Contractors bid."
32	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixth line from the end of this section</u>	Add after the second word of the sixth line: "Construction Contractor", "or by constructive change"
33	<u>EXHIBIT G, Article 1. Work, Section 1.01, sixth line from the end of this section</u>	Add after the fourth word of the original sixth line: "Construction Contractor", "to the extent that can be reasonably expected by the Construction Contractor participating in a Lump Sum Contract"
34	<u>EXHIBIT G, Article 1. Work, Section 1.02, end of section</u>	Add after the word: "approval", "to the extent that such information is not generally known or could be known by persons participating in the construction industry"
35	<u>EXHIBIT G, Article 1. Work, Section 1.03, end of section</u>	Add after the word: "oral", "through the start of the Work of the Construction Contractor"
36	<u>EXHIBIT G, Article 2. Work, Section 2.01, end of section</u>	Add after the word: "Contractor", "using ample references for this purpose provided by the Owner.
37	<u>EXHIBIT G, Article 2. Work, Section 2.05, end of section</u>	Add a new sentence: "Owner shall compensate Construction Contractor to the extent that such access damages the Construction Contractor."
38	<u>EXHIBIT G, Article 3. Work, Section 3.01, first sentence of section</u>	Delete the first sentence of this section.
39	<u>EXHIBIT G, Article 3. Work, Section 3.02, third and fourth line</u>	Delete: "in the Contract Documents".

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40	<u>EXHIBIT G, Article 3. Work, Section 3.02, third line</u>	Add After: "contemplated", "by the Construction Contractor as the basis of the bid utilizing the documents provided at that time"
41	<u>EXHIBIT G, Article 3. Work, Section 3.02, fifth line</u>	Replace: "all" with ", generally,"
42	<u>EXHIBIT G, Article 3. Work, Section 3.02, fifth line</u>	Replace: "fully" with "reasonably"
43	<u>EXHIBIT G, Article 3. Work, Section 3.03, first line</u>	Add after: "superintendent", "(All reference to the Construction Contractors project superintendent in this contract shall mean Project Manager.)"
44	<u>EXHIBIT G, Article 3. Work, Section 3.03, first line</u>	Replace: "superintendent" with "manager"
45	<u>EXHIBIT G, Article 3. Work, Section 3.03, eleventh line</u>	Add after: "Contractor", "as long as a copy is sent to the Construction Contractor by facsimile at the office identified in Item #6 of the Agreement."
46	<u>EXHIBIT G, Article 3. Work, Section 3.03, eighteenth line</u>	Add after: "by Owner", ", which approval shall not be unreasonably withheld"
47	<u>EXHIBIT G, Article 3. Work, Section 3.03, line four from the end of this section</u>	Add after the last word: "Owner", "for just and adequate cause,"
48	<u>EXHIBIT G, Article 3. Work, Section 3.03, last line end of this section</u>	Delete after: "Contractor are", "also listed in the Agreement"
49	<u>EXHIBIT G, Article 3. Work, Section 3.03, last line end of this section</u>	Add after: "Contractor are", "Patricia Creedon, President, Kristin Cerase, Acting Secretary and Charles Doble, Project Manager"
50	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Delete: "solely"
51	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Add after: "procedures and for", "participating in"
52	<u>EXHIBIT G, Article 3. Work, Section 3.04 (b), second line</u>	Add after: "Work", "to the extent this responsibility is not limited by the Owner, Owner's representatives and their subcontractors"
53	<u>EXHIBIT G, Article 3. Work, Section 3.07 (a), line one</u>	Change the first sentence as follows: "The Contract Sum is based on the Completion Schedule attached to RFP6B, which was used as the basis of Construction Contractor's bid. Said schedule may be modified by mutual agreement between the parties to this agreement, and such modified schedule shall be called the "Completion Schedule"
54	<u>EXHIBIT G, Article 3. Work, Section 3.07 (a), line three</u>	Add at the end of this section after the word: "Schedule", "other than that negotiated at the time of the mutually agreed upon schedule changes"

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55	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b), line two</u>	Change the seventh word: "the", to "any current mutually agreed upon"
56	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b) (i), line five</u>	Add after: "Agreement", "or in the absence thereof, a rate including all costs associated with the labor required plus a mark-up of twenty (20) percent"
57	<u>EXHIBIT G, Article 3. Work, Section 3.07 (b) (ii), end of this part</u>	Add after: "Agreement", "or in their absence thereof, a rate including all costs associated with the labor required plus a mark-up of twenty (20) percent"
58	<u>EXHIBIT G, Article 3. Work, Section 3.08 (b) (i), seventh line</u>	Change: "three" to "two".
59	<u>EXHIBIT G, Article 3. Work, Section 3.08 (b), fifth line from end of this part</u>	Delete entire sentence between: "specified" and "Notwithstanding"
60	<u>EXHIBIT G, Article 3. Work, Section 3.14, third line from end of this part</u>	Add after "designate", "(and compensate the Construction Contractor if more costly)"
61	<u>EXHIBIT G, Article 3. Work, Section 3.15, first sentence</u>	Add after: "Construction Contractor", ", unless specified by Owner,"
62	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line six to line seven</u>	Delete: "Construction Contractor's" through "damages because of"
63	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line ten to line thirteen</u>	Delete: "or sustained" through "imputed to the Indemnities, or any of them"
64	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line eighteen</u>	Add after: "used", "by Construction Contractor"
65	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line twenty-one</u>	Add after: "other persons or entities", "to the extent caused by Construction Contractor."
66	<u>EXHIBIT G, Article 3. Work, Section 3.16 (a), line twenty-one one to end of section</u>	Delete: "whether based upon" through "infringement of similar rights."
67	<u>EXHIBIT G, Article 3. Work, Section 3.17</u>	Replace with: "Construction Contractor will keep for a period of two (2) years from Substantial Completion of Construction Contractor's Work, complete and detailed records in the normal manner maintained by the Construction Contractor in the normal course of business for such work. The obligation of the Construction Contractor to give information and assistance shall be at Owner's expense and shall not obligate Construction Contractor to incur any expense or liability."
68	<u>EXHIBIT G, Article 3. Work, Section 3.18, line two</u>	Add after: "anyone", "except representatives of the Construction Contractor"

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69	<u>EXHIBIT G, Article 3. Work,</u> <u>Section 3.20, at end of section</u>	Add after: "parts of the Work.", "Construction Contractor shall add twenty (20) percent to all Allowance costs referenced in this section as part of the Allowance, i.e. cost to Owner."
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70	<u>EXHIBIT G, Article 3. Work, Section 3.22, at end of line six</u>	Add after: "Contract Documents.", "Lapse of coverage under this section due to Owner or Owner's representatives shall void Construction Contractor's obligations to the Owner in the Hold Harmless Provisions of this Agreement and make Owner responsible to the Construction Contractor in the Hold Harmless provisions in this Agreement to the same extent as that originally required of the Construction Contractor."
71	<u>EXHIBIT G, Article 4. Work, Section 4.01, fifth line</u>	Replace ; "three (3)" with "two (2)"
72	<u>EXHIBIT G, Article 4. Work, Section 4.01, last line at end</u>	Add: "Construction Contractor has the right to refuse to work with any subcontractor proposed by the Owner."
73	<u>EXHIBIT G, Article 4. Work, Section 4.02, sixth line</u>	Add after: "Owner", "if not time consuming and overly burdensome to the Construction Contractor and the proposed persons or entities for such portion of work"
74	<u>EXHIBIT G, Article 4. Work, Section 4.02, tenth line at end</u>	Replace after ; "shall not unreasonably" with "may"
75	<u>EXHIBIT G, Article 6. Work, Section 6.02, fifth line</u>	Add after: ""granted or", "reasonably"
76	<u>EXHIBIT G, Article 6. Work, Section 6.02, seventh through ninth line</u>	Delete last sentence from: "Owner" through "under the Contract."
77	<u>EXHIBIT G, Article 6. Work, Section 6.03, second line</u>	Delete after: "(i)", "intended for Construction Contractor,"
78	<u>EXHIBIT G, Article 6. Work, Section 6.03, third line</u>	Add after: "in person to", "Owner or "
79	<u>EXHIBIT G, Article 6. Work, Section 6.03, third line</u>	Add after: "superintendent", "or project manager respectively"
80	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth line</u>	Add after: "holiday", "or Saturday or followed by a holiday or Saturday"
81	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth line</u>	Replace; "to such" with "by"
82	<u>EXHIBIT G, Article 6. Work, Section 6.03, fifth and sixth line</u>	Delete: "in sufficient time for next day delivery"
83	<u>EXHIBIT G, Article 6. Work, Section 6.04, seventh line</u>	Delete: "together" through "thereunder"
84	<u>EXHIBIT G, Article 6. Work, Section 6.04, ninth</u>	Add after: "whole", "to the extent of the bond as currently issued"
85	<u>EXHIBIT G, Article 6. Work, Section 6.04, thirteenth line</u>	Add after: "increased", "unless a modification of any provision of any Contract Document a change in contract time, Contract Sum or condition of payment objectionable to the bonding company"

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86	<u>EXHIBIT G, Article 6. Work, Section 6.06</u>	Delete in its entirety.
87	<u>EXHIBIT G, Article 6. Work, Section 6.07, last line</u>	Add after: "herein", "if copies of such documents included by reference were submitted to Construction Contractor for review and approval in advance of Contract execution"
88	<u>EXHIBIT G, Article 6. Work, Section 6.09, first line</u>	Add after: "Contractor", "except failure of Owner to make timely payments or provide timely information required to perform the Work" <i>Do not type: This paragraph appears to preclude Owner withholding timely payments.</i>
89	<u>EXHIBIT G, Article 6. Work, Section 6.11</u>	Delete in its entirety.
90	<u>EXHIBIT G, Article 7. Work, Section 7.01, fifth line</u>	Delete after: "disputes", the entire parenthetical statement.
91	<u>EXHIBIT G, Article 7. Work, Section 7.01, seventh line</u>	Delete: "Owner may determine"
92	<u>EXHIBIT G, Article 7. Work, Section 7.01, seventh line</u>	Add after: "for such time as", "is mutually determined"
93	<u>EXHIBIT G, Article 7. Work, Section 7.01, ninth line</u>	Add after: "aforesaid", "and any related or consequential causes"
94	<u>EXHIBIT G, Article 7. Work, Section 7.01, twelfth line</u>	Delete: "Within" through "Schedule,"
95	<u>EXHIBIT G, Article 7. Work, Section 7.02</u>	Delete in its entirety.
96	<u>EXHIBIT G, Article 8. Work, Section 8.01, second line</u>	Delete: "and Anticipated Draw Schedule"
97	<u>EXHIBIT G, Article 8. Work, Section 8.01, third line</u>	Delete: "each month"
98	<u>EXHIBIT G, Article 8. Work, Section 8.01, sixth line</u>	Replace: "at Owner's request", with "by change order executed by Owner and Construction Contractor"
99	<u>EXHIBIT G, Article 8. Work, Section 8.02, ninth line</u>	Add after: "Schedule 8.02", ", AIA Application for Payment format,"
100	<u>EXHIBIT G, Article 8. Work, Section 8.02, thirteen line</u>	Replace: "requires" with "may require"
101	<u>EXHIBIT G, Article 8. Work, Section 8.02, sixteenth line</u>	Add after: "payment", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
102	<u>EXHIBIT G, Article 8. Work, Section 8.02, twentieth line</u>	Add after: "satisfied", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"

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103	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-second line</u>	Add after: "payment", ", if Owner has a substantial reason to believe that Construction Contractor's subcontractors and materialmen have not been paid"
104	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-third line</u>	Add after: "Contractor", ", to the extent that such payments and credits are mutually agreed upon"
105	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-seventh line</u>	Replace: "cost" with "amount earned in accordance with the Application for Payment"
106	<u>EXHIBIT G, Article 8. Work, Section 8.02, twenty-ninth through thirty-fifth line</u>	Delete from: "Unless otherwise" to the end of this section.
107	<u>EXHIBIT G, Article 8. Work, Section 8.03, first line</u>	Replace: " 30" with "five (5)"
108	<u>EXHIBIT G, Article 8. Work, Section 8.03, second line</u>	Add after "Owner", "reasonably"
109	<u>EXHIBIT G, Article 8. Work, Section 8.03, third line</u>	Add after: "due", "within thirty days of submission by Construction Contractor to Owner"
110	<u>EXHIBIT G, Article 8. Work, Section 8.03, fourth line</u>	Add after: "payment.", "Owner may withhold no amount in excess of the reasonably disputed amount portion."
111	<u>EXHIBIT G, Article 8. Work, Section 8.03, fourth line</u>	Add before: "Construction Contractor", "Construction Contractor shall receive payment for the full amount due no later than thirty (30) days from the original submission date of the Application for Payment."
112	<u>EXHIBIT G, Article 8. Work, Section 8.03, end of section</u>	Add after: "entitled", "to the extent that Owner approved a sufficient amount to make such payments"
113	<u>EXHIBIT G, Article 8. Work, Section 8.04, second line</u>	Add after: "filed", "to the extent of the disputed amount only"
114	<u>EXHIBIT G, Article 8. Work, Section 8.04, second line</u>	Add after "(d)", "substantiated"
115	<u>EXHIBIT G, Article 8. Work, Section 8.04, seventh/last line</u>	Add after: "cured", "only to the extent of the reasonable value that can be assigned to such breach"
116	<u>EXHIBIT G, Article 8. Work, Section 8.05, second line</u>	Replace: "the Work is finally complete" with "the project is determined to be fifty percent complete at which time the retained balance shall be reduced to fifty percent of the Contract Sum at such time retainage shall continue at five (5) percent"
117	<u>EXHIBIT G, Article 8. Work, Section 8.06, third line</u>	Add after: "do not", "materially"
118	<u>EXHIBIT G, Article 8. Work, Section 8.06, tenth line</u>	Add after: "authorities", "or the Construction Contractor's work is not an impediment to the issuance of such certificate of occupancy"
119	<u>EXHIBIT G, Article 8. Work, Section 8.08, eighth line</u>	Delete: "The acceptance" through "still unsettled"

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120	<u>EXHIBIT G, Article 8. Work,</u> <u>Section 8.09 (a), fifth line</u>	Replace: "accepts (in writing) such responsibility" with "occupies or permits the Work to be occupied by others or at substantial completion, which ever comes first"
121	<u>EXHIBIT G, Article 9. Work,</u> <u>Section 9.02, fourth line</u>	Add after: "risks", "directly related to the work"
122	<u>EXHIBIT G, Article 9. Work,</u> <u>Section 9.02, sixth line</u>	Add after: "watchmen", "related only to the Work"

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123	<u>EXHIBIT G, Article 9. Work, Section 9.02, seventh line</u>	Add after: "barricades", "directly related to the Work"
124	<u>EXHIBIT G, Article 9. Work, Section 9.02, eleventh line</u>	Delete: "; not less than a nine (9) pound halon fire extinguisher shall be provided."
125	<u>EXHIBIT G, Article 9. Work, Section 9.02, last line</u>	Delete: "; however, Owner" through " watchmen"
126	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a), fourth line</u>	Delete: "by cost code"
127	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Delete: "Construction Contractor and"
128	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Delete after: "fee(s)", "include"
129	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), fourth line</u>	Add after: "fee(s)", "which shall be adjusted to be adequate enough to cover"
130	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth line</u>	Delete: "Construction Contractor and"
131	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth through tenth line</u>	Delete after "Construction Contractor", "understands that" through "furnished to subcontractor."
132	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (i), sixth line</u>	Add after: "Construction Contractor", "shall add a percentage fee of ten (10) percent to cover Construction Manager's mark-up on subcontractor's lump-sum estimate for additional work, plus any additional amount marked-up for overhead and profit at twenty (20) percent to cover Construction Contractor's cost for work performed by Construction Contractor's own forces for layout, field supervision, small tools and related items.
133	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (ii), fifth through seventh line, end of section</u>	Delete: "Construction Contractor shall" through "furnished to Construction Contractor."
134	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (a) (ii), fifth line</u>	Add after: "overhead, and profit.", "Any other costs related to owner furnished product, equipment or material other than unload, storage and staging for work shall be additional work and invoiced in accordance with Article 10.
135	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (i), fifth line</u>	Delete: "Construction Contractor and"

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136	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (i), fifth line</u>	Add after: "subcontractor", "and one-half of Construction Contractors mark-up on subcontractor's lump-sum estimate for additional work"
137	<u>EXHIBIT G, Article 10. Work, Section 10.03.01 (b) (ii), third line</u>	Add after: "plus", "one-half"
138	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, third line</u>	Delete after: "applied to", "approved" through payrolls"
139	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, third line</u>	Add after: "applied to", "all "on-site" costs"
140	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, fourth line</u>	Replace: "ten (10)" with "thirty (30)".
141	<u>EXHIBIT G, Article 10. Work, Section 10.03.02, eighth line, end of section</u>	Add after: "information", "specifically requested by Owner that is not burdensome"
142	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (a), sixth and seventh line</u>	Delete: "Construction Contractor shall" through "furnished to Construction Contractor."
143	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (a), sixth line</u>	Add after: "Order.", "Any other costs related to owner furnished product, equipment or material, other than unload, storage and staging for work shall be additional work and invoiced in accordance with Article 10. <i>DNT: Check general conditions and Section 3 to determine what should be excluded and charged directly.</i>
144	<u>EXHIBIT G, Article 10. Work, Section 10.03.03 (b), second line</u>	Replace: "supervision" through "expenses", with "costs not directly related to the conduct of the Work."
145	<u>EXHIBIT G, Article 10. Work, Section 10.05, fifth line</u>	Replace: "30" with "ten (10)".
146	<u>EXHIBIT G, Article 10. Work, Section 10.06, second line</u>	2.04 is a bad reference. 2.03 could be the reference, but only partially fits as worded. Could also be Article 12?
147	<u>EXHIBIT G, Article 10. Work, Section 10.06, seventh line</u>	Replace: "20 days" with "a reasonable amount of time considering nature of claim, events surrounding time of the event, such as schedule and directives from Owner or Owner's representative(s), but in no case less than up to thirty (30) days."
148	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth line</u>	Add after: "property,", "schedule driven requirements or Owner or Owner representative driven requirements,"
149	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth line</u>	Add after: "property", "in accordance with Section 9.03"
150	<u>EXHIBIT G, Article 10. Work, Section 10.06, eighth and ninth line</u>	Delete: ", in which case" through "through "9.03"

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151	<u>EXHIBIT G, Article 11. Work, Section 11.02 (a), first line</u>	Add after: "Owner's", "reasonable"
152	<u>EXHIBIT G, Article 12. Work, Section 12.01, eleventh line, at end of section</u>	Add after: "damages", "unless such termination was caused by breach of contract by Owner or Owner's representative(s)"
153	<u>EXHIBIT G, Article 12. Work, Section 12.02 (a), fourth line</u>	Add after: "termination", "and all costs associated with demobilization and reassignment of personal"
154	<u>EXHIBIT G, Article 12. Work, Section 12.02 (a), sixth line</u>	Add after: "provision", "except for commitments related to fabrication and fabrication materials and special orders and such other items that require a lead time commitment of time and material."
155	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), fifth line</u>	Add after: "materials", " , if manpower and material is the proper solution and there is agreement to properly compensate for such ,
156	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), eighth line</u>	Add after: "date", "reasonably and mutually"
157	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), eighth and ninth line</u>	Delete: "or a labor dispute" through "or similar actions"
158	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), tenth line</u>	Delete "without limitation,"
159	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), eighth and ninth line</u>	Add after: ""fails", " , exclusively through the fault of the Construction Contractor,"
160	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), fifteenth line</u>	Replace: "80" with "100"
161	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), nineteenth line</u>	Delete: "any further" through "finished."
162	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), nineteenth line</u>	Add after: "any payment in excess of the Sum due the Construction Contractor, less what is reasonably required to complete Construction Contractors Work."
163	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), nineteenth and twentieth line</u>	Delete: "plus leasing fees referred to in (ii) above"
164	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), twentieth line</u>	Add before: "expense", "direct"
165	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), twenty-first and twenty-second line</u>	Delete: "including compensation" through " default,"
166	<u>EXHIBIT G, Article 12. Work, Section 12.02 (b), twenty-second line</u>	Add before: "expense" "direct"

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167	EXHIBIT G, Article 12. Work, Section 12.02 (b), twenty-second line	Delete: "plus Owner's losses and damages"
168	EXHIBIT H	Delete in its entirety
169	Schedule 8.02	Delete in its entirety

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170	Schedule 8.02	Replace with: " <u>APPLICATION AND CERTIFICATE FOR PAYMENT AND CONTINUATION SHEET FOR CONSTRUCTION CONSTRUCTOR AND SUBCONTRACTOR TO OWNER</u> Use AIA Document G702-1992 and G703-1992 respectively.
171	Schedule 10.02	Replace with the actual document used on this project per owner's direction